

General Sale Terms and Conditions and Other Important Information

Sale No. 61FBPS-05-114 is subject to the General Sale Terms and Conditions (Standard Form 114C, June 97) and Special Auction Conditions (Standard Form 114 C, June 97, Page 8). Copies of these forms are available from the sales office.

Inspection. Bidders are invited, urged, and cautioned to inspect the property prior to bidding. Inspection times and places are listed on front page of this catalog.

Consideration of Bids. The Government reserves the right to reject any or all bids, including bids under which a Bidder would take unfair advantage of the Government or other Bidders.

Forms of Payment. Cash payments shall be in US currency. Other acceptable forms of payment are Mastercard, Visa, Discover, American Express, Bravo & Private Choice credit cards, cashier's check, credit union cashier's check issued by a Federal or State chartered credit union, traveler's check, postal or commercial money order and properly endorsed Federal, State or local government checks. **A personal or company check will only be accepted when accompanied by a bank letter guaranteeing payment. This letter must state that the bank will guarantee the check for a specific amount, for a period of 30 days after the sale date, and that it covers the purchase of US Government Property only. Checks and forms of payment other than cash must be made payable to the General Services Administration. Acceptance of credit cards is subject to verification and approval by the issuing bank.**

LETTER MUST INCLUDE:

(DO NOT SEND THIS
LETTER TO OUR
OFFICE, BRING IT
TO THE AUCTION).

PAYMENT IS GUARANTEED

VALID FOR AT LEAST 30
DAYS AFTER SALE DATE

SIGNATURE OF
BANK OFFICIAL

SAMPLE LETTER OF GUARANTEE

ON BANK LETTERHEAD
(DATE) _____

General Services Administration
ATTN: Cashier
1500 E. Bannister, Room 1102
Kansas City, MO 64131

This letter will introduce Mr. John Doe.
He presently has an account with our bank and
our bank will guarantee any checks written by
Mr. Doe on this bank which is made
payable to General Services Administration.
This guarantee is for any amount up to
(specific amount) and is good for a period
of 30 days after the date of sale which is to
be conducted by GSA on (Date of sale).
This guarantee covers the purchase of U.S.
Government property only.

(SIGNATURE) _____
BANK LOAN OFFICIAL, PRESIDENT
OR VICE PRESIDENT

Title. A Standard Form 97 (US Government Certificate of Release of a Motor Vehicle) will be issued to the buyer of each motor vehicle. The SF-97 is not a vehicle registration but serves as evidence of title only and it is to be used by the purchaser to obtain a proper state motor vehicle registration.

Loading and Removal. Unless otherwise provided in this Invitation, the Purchaser will make all arrangements and perform all work necessary to effect removal of the property, to include loading, packing and transportation of the property.

Default. You are cautioned to bid only on those Items you are prepared to pay for and remove in accordance with the terms and conditions of the sale. All items awarded to you as the high bidder are contractually yours and must be paid for and removed within the time period allowed by this Invitation For Bid. **The following supersedes Clause No. 9 of**

the SF 114C. The purchaser agrees that in the event he fails to pay for the property or remove the same within the prescribed period of time, the Government will be entitled to retain (or collect) as liquidated damages a sum equal to the greater of (a) 20 percent of the purchase price of the item (s) as to which the default has occurred, or (b) \$200. The 15 day cure notice mentioned in Clause No. 9 of the SF 114C will not be granted. GSA does not grant extensions of time for payment and/or removal.

Oral Statements and Modifications. Any oral statement or representation by any representative of the Government, changing or supplementing the offering or contract or any condition thereof, is unauthorized and shall confer no right upon the bidder or purchaser.

Withdrawal of Property. The Government reserves the right to withdraw for its use any or all of the property covered by this contract, if a bona fide requirement for the property develops or exists prior to actual removal of the property from Government control.

Eligibility of Bidders. The Bidder warrants that he/she is not: (a) under 18 years of age; (b) an employee GSA; or (c) spouse or minor child of a GSA employee. For breach of this warranty, the Government shall have the right to annul this contract without liability. An employee of another agency may bid if he/she is not prohibited from doing so by their agency regulations.

High Bidders must acknowledge and sign bid cards immediately after the "knocking down" of an item. If this is not accomplished the item will be reoffered.

Contract Disputes. Contracts awarded under this solicitation are subject to the Contract Disputes Act of 1978 (41 USC 601-613), as amended. Copies of the current contract disputes clause are available from the sales office.

Revocation of Award. The bidder (offeror) warrants that he/she is not delinquent in the payment of any debt due the United States resulting from the prior purchase of Federal Personal Property. In the event the Government determines after award that the bidder has breached warranty, the Government shall have the right to annul the contract without liability.

Description Warranty. The government warrants to the original purchaser that the property listed in the Invitation For Bids will conform to its description. If a misdescription is determined before removal of the property, the Government will keep the property and refund any money paid. If a misdescription is determined after removal, the Government will refund any money paid if the purchaser takes the property at his or her expense to a location specified by the Contracting Officer. No refund will be made unless the purchaser submits a written notice to the Contracting Officer within 15 calendar days of the date of removal that the property is misdescribed and maintains the property in the same condition as when removed. After the property has been removed, no refund will be made for shortages of property sold by the "Lot".

This warranty is in place of all other guarantees and warranties, express or implied. The Government does not warrant the merchantability of the property or its fitness for any use or purpose. The amount of recovery under this provision is limited to the purchase price of the misdescribed property. The purchaser is not entitled to any payment for loss of profit or any other money damages, special, direct, indirect, or consequential. **Clause No. 2 of the SF 144C is deleted.**

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, a Tax Identification Number (TIN) or Social Security Number (SSN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Bid(s) will not be considered for award if the TIN is not provided.